

AGREEMENT

This agreement is entered into on July 1, 2013, between the Board of Education of Jerome Joint School District No. 261, Jerome, Gooding, and Lincoln Counties, Jerome Idaho, 83338, referred to as the board, and Northside Bus Company, Inc., of 47A South 100 West, Jerome, Idaho, 83338, referred to as contractor.

RECITAL

The board is interested in renegotiating the renewal of the exiting contract entered into on July 1, 2008 for a period of five (5) years between the board and contractor for the purpose of providing adequate transportation services for the school children of Jerome Joint School District No. 261 in conformity with all local policies and legal requirements.

All terms of the original contract still apply with the exception of the changes to the specific sections stated herein.

SECTION THREE

Term

This contract shall be effective from July 1, 2013, to, and shall continue for a total period of five (5) years, and shall end on June 30, 2018, unless sooner terminated in accordance with the provisions of this contract.

SECTION ELEVEN

Payment

First year compensation shall be determined by bid documents, said documents known by contractor and school district and included herein by reference thereto, and succeeding years will be determined by the increase (or decrease) in the Consumer Price Index, all Urban Consumers, for all items, national average, as determined by the United States Department of Labor Statistics. The final increase or decrease in the CPI will be adjusted to remove the relative cost of fuel. The figure will be for June of the year that proceeds the year of the contract. All fees and charges on the schedule of services will be adjusted in this manner.

Fuel: Contractor agrees to provide all fuel products used in the operation of school buses for the District and to obtain competitive pricing for the purchase of such products. It is also the responsibility of the Contractor to pay all fuel product invoices when due, and to pay all applicable State, Federal and local taxes and highway user fees associated with the use and purchase of motor fuel products.

To protect the school district and the contractor against future changes in the fuel prices over which neither the school district and the contractor has control, the district will

determine a base price for fuel as of July 1st each year beginning in 2013 by averaging the cost of Low Sulphur Diesel from at least two local vendors. The 2012 cost is listed as follows:

<u>Fuel Type</u>	<u>Base Cost</u>	<u>Contractor Ceiling Price</u>	<u>District Floor Price</u>
Low Sulphur Diesel #2	\$ 3.218	\$ 3.379	\$ 3.057

The Contractor will be compensated for additional fuel costs each month that are above the ceiling costs which are calculated to be five percent above the base cost and the Contractor will reimburse the District for any fuel costs when they are below the District Floor Price which is calculated to be five percent below the Base Cost. Contractor will purchase fuel from the least expensive vendor locally available. It shall be the responsibility of the Contractor to provide the District with sufficient documentation regarding the changes in fuel costs and the quantities of fuel being used to transport District students.

SECTION TWENTY-FOUR

ALL LEGAL PROVISIONS INCLUDED

It is the intention of the parties to this agreement that all legal provisions of law required to be inserted in the agreement shall be and are inserted in it. However, if by mistake or otherwise, some such provision is not inserted in the agreement, or is not inserted in proper form. Then on the application of either party the agreement shall be amended so as to strictly comply with the law without prejudice to the rights of either party under the agreement. This Agreement shall be governed and interpreted by the laws of the State of Idaho.

In witness whereof, the Board of Education of Jerome Joint School District, Jerome, Lincoln and Gooding Counties, Idaho, acting by Don Mitchell its Chairman, duly authorized, and contractor has set their signatures and seals at Jerome, Idaho, the day and year first above written.

Don Mitchell, Board Chair
Jerome Joint School District No. 261

Jerome Fiscus, President
Northside Bus Company, Inc.

Attachment A

Sample Payment Schedule

On or before the 1st day of each month of each school year covered by this contract, contractor shall submit to the board a bill that shall include a detailed account showing the mileage covered in each category of transportation furnished during the preceding month. On or before the 25th of the month in which the bill is submitted, the board agrees to pay contractor the contract price for those services that it shall find to have been rendered, computed on the following schedule:

<u>Route</u>	<u>Mileage Rate Per Mile</u>	<u>Minimum Charge Per Route</u>	<u>Route</u>	<u>Mileage Rate Per Mile</u>	<u>Minimum Charge Per Route</u>
1	\$2.88	\$85.00	<u>JEEP</u>		
2	\$2.92	\$85.00	23	\$3.35	\$125.00
3	\$2.88	\$85.00	23A	\$3.35	\$125.00
4	\$3.28	\$85.00	23B	\$3.35	\$125.00
5	\$2.89	\$85.00	<u>Handicap</u>		
6	\$3.30	\$85.00	22	\$3.39	\$125.00
7	\$2.89	\$85.00	27	\$3.39	\$125.00
8	\$3.30	\$85.00	43	\$3.39	\$125.00
9	\$3.30	\$85.00	22A	\$3.39	\$125.00
10	\$2.88	\$85.00	<u>Kindergarten</u>		
11	\$3.28	\$85.00	K02	\$3.22	\$85.00
12	\$3.28	\$85.00	K03	\$3.22	\$85.00
13	\$3.28	\$85.00	K06	\$3.22	\$85.00
14	\$3.30	\$85.00	K07	\$3.22	\$85.00
15	\$3.28	\$85.00	K15	\$3.22	\$85.00
16	\$3.28	\$85.00			
17	\$3.28	\$85.00			
18	\$3.30	\$85.00			
19	\$3.37	\$85.00			
20	\$3.30	\$85.00			
21	\$3.28	\$85.00			
24	\$3.28	\$85.00			
25	\$3.30	\$85.00			
26	\$3.28	\$85.00			
29	\$3.28	\$85.00			
30	\$3.28	\$85.00			
31	\$3.28	\$85.00			
32	\$3.28	\$85.00			

Attachment B

Sample Payment Schedule

On or before the 1st day of each month of each school year covered by this contract, contractor shall submit to the board a bill that shall include a detailed account showing the mileage covered in each category of transportation furnished during the preceding month. On or before the 25th of the month in which the bill is submitted, the board agrees to pay contractor the contract price for those services that it shall find to have been rendered, computed on the following schedule:

Regular Bus

Out-of-Town Extra Curricular	\$1.53 per mile
Driver Time	\$9.22 per hour after first three hours
In-Town Extra Curricular	15 miles and under
Driver Time	\$15.80 for first hour then \$9.22 thereafter

Coach Bus

Out-of-Town Extra Curricular	\$1.99 per mile
Driver Time	\$9.22 per hour after first three hours
	\$150 Overnight Charge